

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6**

IN THE MATTER OF:	§	CERCLA DOCKET NO. 6-15-94
	§	
THE ODESSA DRUM SITE	§	ADMINISTRATIVE ORDER
ECTOR COUNTY, TEXAS	§	ON CONSENT
	§	
Proceeding under Sections	§	
107(a) and 122(g)(4) of the	§	
Comprehensive Environmental	§	
Response, Compensation and	§	
Liability Act, 42 U.S.C.	§	
§§ 9607(a) and 9622(g)(4)	§	

**ADMINISTRATIVE ORDER ON CONSENT**

**I. INTRODUCTION**

1. This Administrative Order on Consent (Consent Order) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and the parties listed in Appendix A of this Order (hereinafter referred to collectively as Respondents) to resolve all liability of the Respondents, except as provided below, for response costs both past and future at the Odessa Drum Company, Inc., site (hereinafter the Site).

2. EPA and the Respondents agree that the actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent, nor do any findings of fact or determinations contained in this Consent Order constitute admissions by any Respondent. The Respondents do not admit, and retain the right to controvert, in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in this Consent Order, nor shall any Finding of Fact or Determination contained herein constitute a waiver of any



defenses at law or in equity by any Respondent bound by this Consent Order.

## II. JURISDICTION AND AUTHORITY

3. This Administrative Order on Consent is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. No. 99-499, 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. § 9606 or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (September 13, 1987).

4. This Consent Order is issued to, and agreed to, by the parties listed in Appendix A to this Consent Order (hereinafter referred to as Respondents). Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

## II. FINDINGS OF FACTS

5. The Odessa Drum Company, Inc. site (the Site) is located on approximately 9.7 acres east of the corner of Alice and Judy Streets just outside the city limits of the City of Odessa, Texas. The Site, which is the location of an inactive drum recycling operation, consists of two contiguous tracts of land. The first tract encompasses approximately 4.8 acres and is located at the northeast corner of the intersection of Alice and Judy Streets. The legal description of this tract is as follows:

Tract 6, Block 2, GREENFIELD ACRES, a Subdivision in Ector County, Texas, according to the map or plat thereof of record in Volume 3, Page 59, Plat Records of Ector County, Texas; SUBJECT TO ALL prior mineral reservations made by previous grantors, oil and gas leases, drillsite agreements, easements, pipelines, rights-of-way, water contracts and restrictions, if any, affecting said property and appearing of record in the Office of the County Clerk of Ector County, Texas. LESS - a 100' X 200' tract in the northeasterly corner of said Lot 6 adjacent to Lot 5 of Block 2, more particularly described by metes and bounds in Warranty Deed from Bob W. Yates, and wife Tillie M. Yates to Antonio Olquin and Wife Belda Elaine Olquin, recorded in Volume 543, Page 622, of the Deed Records of Ector County.

The second tract, encompassing approximately 4.9 acres, is

adjacent to the first tract and is located to the east of the intersection of Alice and Judy Streets. The legal description of this tract is as follows:

Lot 5, Block 2, GREENFIELD ACRES, a Subdivision in Ector County, Texas, according to the map or plat thereof of record in Volume 3, Page 59, Plat Records of Ector County, Texas; SUBJECT TO ALL prior mineral reservations made by previous grantors, oil and gas leases, drillsite agreements, easements, pipelines, rights-of-way, water contracts and restrictions, if any, affecting said property and appearing of record in the Office of the County Clerk of Ector County, Texas.

6. The Site is located in a mixed residential/industrial/oil and gas production/commercial area. Several residences are located adjacent to the Site. The Site is partially enclosed by a chain link fence leaving the drums and materials at the Site accessible to the public.

7. EPA conducted a site assessment at the Site on April 24-27, 1990. During the site assessment, EPA representatives discovered approximately four thousand six hundred (4,600) drums, six (6) tanks, and other storage containers containing liquid, solid, and sludge waste materials containing hazardous substances, as defined at CERCLA Section 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, abandoned on the Site.

8. Laboratory reports of samples collected from tanks at the Site indicate the following hazardous substances, as defined at CERCLA Section 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were present in wastewater contained in the tanks:

Chromium  
Lead  
Ammonia

9. On May 6-9, 1990, EPA representatives collected samples of liquid materials contained in drums at the Site. The samples results indicate the following hazardous substances, as defined at CERCLA Section 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were contained in the drums:

Napthalene  
Toluene  
Ethylbenzene  
Trichloroethane  
Heptachlor

10. Soil samples collected from six locations at the Site indicate the following hazardous substances, as defined at CERCLA Section 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were present in the soil:

Phenanthrene  
Pyrene  
Toluene

11. On August 2, 1990, the Regional Administrator of EPA Region 6 signed an Action Memorandum declaring that conditions at the Site constitute an imminent and substantial endangerment to the public health or welfare or

the environment.

12. EPA conducted a removal action at the Site, pursuant to Section 104 of CERCLA, beginning on August 18, 1990. The removal action consisted of the following response activities, among others:

- A. Inventorying, staging, sampling, and hazard categorizing of over four thousand six hundred (4,600) 55-gallon drums containing wastes in a liquid and solid state.
- B. Sampling of liquid waste materials in tanks at the Site.
- C. Grouping of waste materials according to compatibility.
- D. Removal of liquid waste from drums and temporary bulk storage of such wastes pending arrangements for transportation and disposal.
- E. Cleaning and restacking of drums.
- F. Removal and disposal of liquid and solid waste materials to off-site disposal facilities.

13. Approximately 15,000 gallons of hazardous substances, as defined at CERCLA Section 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were removed from the Site and disposed of at off-site disposal facilities.

14. It is estimated that over 100,000 drums remain on the Site after EPA's removal action. The drums are stacked over a large portion of the Site. Some of the drums are stacked in an unstable fashion. The quantity of drums and the manner in which they are stacked makes it difficult to estimate the number of drums on site. Some of

the drums located at the Site have leaked, rusted, or been damaged causing materials within the drums to be released into the soil. The abandonment of drums and tanks containing hazardous substances, and the leaking or discharge of hazardous substances into the soil at the Site may present an imminent and substantial endangerment to human health, welfare, or the environment.

15. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, have been or are threatened to be released into the environment at or from the Site.

16. Due to the continued release or threatened release of hazardous substances into the environment, EPA intends to undertake future response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604.

17. Through January 31, 1994, EPA has incurred response costs at or in connection with the Site in the amount of \$2,440,025.

18. EPA estimates that it will incur \$4,623,964 in response costs at or in connection with the Site in conducting future response actions.

19. Information currently known to EPA indicates that each Respondent listed in Appendix A to this Consent Order, which is incorporated herein by reference, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment at the Site, of a

hazardous substance owned or possessed by such Respondent.

20. Information currently known to EPA indicates that the amount of hazardous substances contributed to the Site by each Respondent does not exceed one percent (1.0%) of the hazardous substances at the Site, and that the toxic or other hazardous effects of the substances contributed by each Respondent to the Site do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

21. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of conducting the remaining required response actions at or in connection with the Site taking into account possible cost overruns in completing the response action and possible future costs if the response action is not protective of public health or the environment.

22. Payments required to be made by each Respondent pursuant to this Consent Order are a minor portion of the total response costs at the Site which, based upon currently available information, EPA estimates will be SEVEN MILLION SIXTY THREE THOUSAND NINE HUNDRED AND EIGHTY NINE DOLLARS (\$7,063,989).

23. EPA has identified persons other than the Respondents to this Consent Order who owned or operated the Site, or who arranged for disposal or treatment, or who arranged with a transporter for transport for disposal or



treatment at the Site, of a hazardous substance owned or possessed by such person. EPA has considered the nature of its case against these parties in evaluating the settlement embodied in this Consent Order.

### III. DETERMINATIONS

Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

24. The Odessa Drum Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

25. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

26. Each Respondent is a potentially responsible party within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

27. The substances listed or stated in paragraphs 5 through 8 are "hazardous substances" as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and further defined at 40 CFR § 302.4.

28. The past, present, or future migration of hazardous substances from the Site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

29. Prompt settlement with the Respondents is practicable and in the public interest within the meaning of

Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

30. This Consent Order involves only a minor portion of the response costs at the Site pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

31. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site, pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

#### IV. ORDER

Based upon the administrative record and the Action Memoranda for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

32. Each Respondent shall pay to the Hazardous Substance Superfund either one of two base amounts set forth in Appendix A to this Consent Order, which is incorporated herein by reference and hereinafter referred to as the Settlement Amount. The payment level chosen will affect the covenants not to sue, the reservation of rights, and the contribution protection related to such Respondents in the manner described in Sections VI, VII, and VIII, Paragraphs 38-43 below. Except as provided in Paragraph 34, each Respondent shall remit payment of their Settlement Amount

not later than thirty (30) days after the effective date of this Consent Order.

33. The Settlement Amount to be paid by each Respondent represents each Respondent's share of the response costs incurred by EPA through January 31, 1994, and each Respondent's share of the projected costs of future response actions, including cost overruns.

34. Some Respondents have established that they are unable to pay the amount specified in Appendix A in a single payment. The EPA has therefore determined that those Respondents may discharge their obligations under this Agreement by payments of no more than four (4) installments plus interest, unless another installment plan is agreed to in writing with EPA that allows for unequal payments over a specified time period so long as the required total amount due is paid in full by the end of such time period. Respondents choosing the installment plan will be sent a payment schedule that will include the principal and interest amount due. The first installment shall be due no later than ninety (90) calendar days after the effective date of this Consent Order. Unless otherwise agreed, subsequent payments shall be due in ninety (90) day intervals following the date of the first installment payment for the succeeding nine (9) months until all payments have been made. Interest shall accrue on the unpaid balance at the rate set forth in 42 U.S.C.

§ 9607(a)(4), and accrued interest shall be paid with each installment.

35. Each Respondent shall pay its Settlement Amount by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the "Odessa Drum Site," the name and address of the Respondent, and the words "EPA Docket Number 6-15-94," and shall be sent to:

EPA Superfund - Odessa Drum Company Site (Z2)  
CERCLIS # TXD008012254  
Superfund Accounting  
P.O. Box 360582M  
Pittsburgh, Pennsylvania 15251  
ATTN: COLLECTION OFFICER FOR SUPERFUND

Respondents making installment payments shall not be penalized for either making a payment that is larger than the Respondent is otherwise required to make or for paying the total liability to the EPA in full prior to the due date of the final installment. Respondents shall pay the following stipulated penalty for each date that any scheduled payment is late (EPA shall deem payment to be late if the postmark date of a payment is later than the due date):

<u>Amount Per Day</u>	<u>Number of Days Late</u>
\$15.00 plus 1% of scheduled installment	1 through 7 days
\$15.00 plus 2% of scheduled installment	8 days and beyond

36. Each Respondent shall simultaneously send a

copy of its check to:

Mr. Carl Bolden  
Superfund Cost Recovery Section (6H-EC)  
U.S. Environmental Protection Agency  
Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733

#### V. CIVIL PENALTIES

37. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order, other than the terms and conditions of Paragraphs 32 and 34, shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

#### VI. COVENANT NOT TO SUE

38. Subject to the reservations of rights under Paragraphs 39 - 41 of this Consent Order, upon payment of the Settlement Amount specified for each Respondent in Appendix A of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against such Respondent for any and all civil liability for past and future response costs or for injunctive relief pursuant to Section 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), or pursuant to Section 7003 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6973, with regard to the Site. The covenant not to sue and its accompanying terms and obligations shall apply in full to

all Respondents who are paying for their liability under an installment plan so long as the payments are made within the established time period and for the full amount due under this Order. The United States Department of Justice has concurred in this covenant not to sue.

In consideration of EPA's covenant not to sue in Paragraph 38 of this Consent Order, Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund, and agree not to seek any other costs, damages, or attorney's fees from the United States arising out of response actions at the Site.

#### VII. RESERVATION OF RIGHTS

39. With respect only to those Respondents who choose the lesser of the two indicated applicable payment amounts in Appendix A:

Nothing in this Consent Order is intended to be, and this Consent Order shall not be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the Respondents for future response costs incurred after January 31, 1994 that are in excess of EPA's future response cost estimate of \$4,623,964.

40. Nothing in this Consent Order is intended to

be, and this Consent Order shall not be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the Respondents for:

- (a) any liability as a result of failure to make the payment required by Paragraphs 32 through 36 of this Consent Order;
- (b) any liability for damages to natural resources; or
- (c) any criminal liability.

41. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from any of the Respondents, and the covenant not to sue in Paragraph 38 of this Consent Order is null and void, if:

- (a) information not currently known to EPA is discovered which indicates that any Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Respondent no longer qualifies as a de minimis party at the Site; or
- (b) such Respondent fails or refuses to make the payments required in Paragraphs 32 through 36 above.

Nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm,

corporation, or other entity not a signatory to this Consent Order.

#### VIII. CONTRIBUTION PROTECTION

42. With respect only to those Respondents who choose the lesser of the two applicable indicated payment amounts in Appendix 1:

Subject to the reservation of rights in Paragraphs 39 through 41 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, each Respondent will have resolved its liability to the EPA pursuant to Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), and shall receive the full extent of protection from contribution actions provided by Sections 122 and 113 of CERCLA, 42 U.S.C. §§ 9622 and 113, for future response costs associated with the Site that are incurred by EPA unless those costs exceed \$4,623,964. The parties to this Consent Order believe that this settlement represents these Respondents' fair share of, and provides an equitable apportionment of, their liability for Site response costs up to \$7,063,989.

43. With respect only to those Respondents who choose the greater of the applicable indicated payment amounts in Appendix A:

Subject to the reservation of rights in Paragraphs 40 through 41 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent



Order, each Respondent will have resolved its liability to the EPA pursuant to Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), and shall receive the full extent of protection from contribution actions provided by Sections 122 and 113 of CERCLA, 42 U.S.C. §§ 9622 and 113. The parties to this Consent Order believe that this settlement represents these Respondents' fair share of, and provides an equitable apportionment of, their entire liability for all Site response costs.

#### IX. PARTIES BOUND

44. This Consent Order shall apply to and be binding upon the respondents and their directors, officers, employees, agents, successors, and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Respondent represented by him or her.

#### X. PUBLIC COMMENT

45. This Consent Order shall be subject to a thirty (30)-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

**APPENDIX A**  
**ODESSA DRUM**  
**de MINIMIS SETTLERS**

PRP#	PRP NAME	NO. OF DRUMS	% OF TOTAL DRUMS	TOTAL WITH REOPENER	TOTAL WITHOUT REOPENER	SETTLEMENT AMOUNT
1	Eddins-Walcher Company	1,601	0.8180	\$86,146.29	\$95,601.73	\$86,146.29
2	Exxon Chemicals Company	1,566	0.8001	\$64,263.01	\$93,511.75	\$93,511.75
3	Nutro Products Corporation	1,359	0.6943	\$73,124.80	\$81,151.00	\$81,151.00
4	Monachem, Inc.	1,148	0.5965	\$61,771.35	\$68,551.39	\$61,771.35
5	Mobil Oil Corporation (Mobile Producing)	1,018	0.5201	\$54,776.34	\$60,788.61	\$60,788.61
6	Fina Oil and Chemical Company	972	0.4966	\$52,301.18	\$58,041.77	\$58,041.77
7	Accron Chemical Company (acquired by DX Distributors, Inc.)	942	0.4813	\$50,686.95	\$56,250.36	\$56,250.36
8	Enchem-Energy Chemicals	930	0.4751	\$50,041.25	\$55,533.79	\$55,533.79
9	Amoco Corporation	759	0.3878	\$40,840.12	\$45,322.74	\$45,322.74
10	Dowell Schlumberger Incorporated	725	0.3704	\$39,010.65	\$43,292.47	\$43,292.47
11	Interox America (presently known as Solvay Interox)	720	0.3678	\$38,741.62	\$42,993.91	\$42,993.91
12	Phelps Dodge Corporation/ Phelps Dodge Refining Corporation	657	0.3357	\$35,351.72	\$39,231.94	\$39,231.94
13	Delta Water Labs	635	0.3244	\$34,167.95	\$37,918.24	\$37,918.24
14	Crown Cork and Seal Company, Inc.	551	0.2815	\$29,648.10	\$32,902.28	\$32,902.28
15	Western Environmental Management Corporation, Ltd.	537	0.2744	\$28,894.79	\$32,066.29	\$32,066.29
16	Big Lake Ener-Chem, Inc.	535	0.2733	\$28,787.17	\$31,946.86	\$28,787.17
17	Pro-Kem, Inc.	532	0.2718	\$28,625.75	\$31,767.72	\$31,767.72
18	El Paso Natural Gas Company	528	0.2698	\$28,410.52	\$31,528.86	\$31,528.86
19	Chemlink	525	0.2682	\$28,249.09	\$31,349.72	\$31,349.72
20	Jack Walstad Oil Company	484	0.2473	\$26,042.97	\$28,901.46	\$28,901.46
21	Marathon Oil Company	444	0.2268	\$23,890.66	\$26,512.91	\$26,512.91
22	Shell Western E & P, Inc.	426	0.2176	\$22,922.12	\$25,438.06	\$25,438.06

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ODESSA DRUM  
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PRP#	PRP NAME	NO. OF DRUMS	% OF TOTAL DRUMS	TOTAL WITH REOPENER	TOTAL WITHOUT REOPENER	SETTLEMENT AMOUNT
23	Donco Chemical Corp.	406	0.2074	\$21,845.97	\$24,243.79	\$24,243.79
24	Baker Oil (Baker Oil Treating)	401	0.2049	\$21,576.93	\$23,945.22	\$23,945.22
25	Shell Oil Company	400	0.2044	\$21,523.12	\$23,885.50	\$23,885.50
26	Halliburton Services	393	0.2008	\$21,146.47	\$23,467.51	\$23,467.51
27	Meridian Oil Hydrocarbons, Inc.	382	0.1952	\$20,554.58	\$22,810.66	\$22,810.66
28	Texaco Exploration & Production, Inc.	382	0.1952	\$20,554.58	\$22,810.66	\$22,810.66
29	Continental Products	310	0.1584	\$16,680.42	\$18,511.26	\$18,511.26
30	Delta Distributors, Inc.	305	0.1558	\$16,411.38	\$18,212.70	\$18,212.70
31	Chevron U.S.A.	303	0.1548	\$16,303.76	\$18,093.27	\$18,093.27
32	Cosden Oil & Chemical Company	288	0.1471	\$15,496.65	\$17,197.56	\$17,197.56
33	Chemrex Coatings Corporation (presently known as Rexcel Coatings Corporation)	237	0.1211	\$12,752.45	\$14,152.16	\$14,152.16
34	Quadrant Chemical Corporation	231	0.1180	\$12,429.60	\$13,793.88	\$13,793.88
35	Rexene Products (El Paso Products)	226	0.1155	\$12,160.56	\$13,495.31	\$13,495.31
36	Unichem International (presently known as Simon (New Mexico), Inc.)	204	0.1042	\$10,976.79	\$12,181.61	\$12,181.61
37	Phillips Pipe Line Company	203	0.1037	\$10,922.98	\$12,121.89	\$12,121.89
38	Shield, Inc.	196	0.1001	\$10,546.33	\$11,703.90	\$11,703.90
39	IMC Fertilizer, Inc.	177	0.0904	\$9,523.98	\$10,569.34	\$10,569.34
40	Frank Ligon Oil Company	162	0.0828	\$8,716.86	\$9,673.63	\$9,673.63
41	NL Treating	137	0.0700	\$7,371.67	\$8,180.78	\$8,180.78
42	Safety-Kleen Corporation	123	0.0628	\$6,618.36	\$7,344.79	\$7,344.79
43	City of Midland	115	0.0588	\$6,187.90	\$6,867.08	\$6,867.08
44	OXY NGL, Inc.	113	0.0577	\$6,080.28	\$6,747.65	\$6,747.65
45	C.N.C. West, Inc.	112	0.0572	\$6,026.47	\$6,687.94	\$6,687.94

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ODESSA DRUM  
de MINIMIS SETTLERS

PRP#	PRP NAME	NO. OF DRUMS	% OF TOTAL DRUMS	TOTAL WITH REOPENER	TOTAL WITHOUT REOPENER	SETTLEMENT AMOUNT
46	Parkem Industrial	80	0.0409	\$4,304.62	\$4,777.10	\$4,777.10
47	Sonora-Ozona Oil Company	80	0.0409	\$4,304.62	\$4,777.10	\$4,777.10
48	Western Pacesetters	79	0.0404	\$4,250.82	\$4,717.39	\$4,250.82
49	Trey Trucks	76	0.0388	\$4,089.39	\$4,538.25	\$4,538.25
50	IES CO	74	0.0378	\$3,981.78	\$4,418.82	\$4,418.82
51	C. J. Ward	57	0.0291	\$3,057.04	\$3,403.68	\$3,403.68
52	3M Co. (Minnesota Mining and Manufacturing Company)	54	0.0276	\$2,905.62	\$3,224.54	\$3,224.54
53	Foamex L.P.	51	0.0261	\$2,744.20	\$3,045.40	\$3,045.40
54	Hor Key Oil Co., Inc.	47	0.0240	\$2,528.97	\$2,806.55	\$2,806.55
55	Big Three Industrial (presently known as Big Three Industries, Inc.)	43	0.0220	\$2,313.74	\$2,567.69	\$2,567.69
56	Avis (Avis Lube Fast Oil Change Centers)	42	0.0215	\$2,259.93	\$2,507.98	\$2,507.98
57	Energy Industries, Inc.	42	0.0215	\$2,259.93	\$2,507.98	\$2,507.98
58	Kirby West (presently known as Scott Fetzer Company)	38	0.0194	\$2,044.70	\$2,269.12	\$2,269.12
59	Woolley Tool and Manufacturing	38	0.0194	\$2,044.70	\$2,269.12	\$2,269.12
60	Industrial Maintenance Contractors, Inc.	37	0.0189	\$1,990.89	\$2,209.41	\$2,209.41
61	Parker & Parsley Development Company (formerly known as Parsley Petroleum Company)	37	0.0189	\$1,990.89	\$2,209.41	\$2,209.41
62	R & K Oil Company	30	0.0153	\$1,614.23	\$1,791.41	\$1,791.41
63	West Texas Equipment Company	29	0.0148	\$1,560.43	\$1,731.70	\$1,731.70
64	Airmaster Equipment Corporation	28	0.0143	\$1,506.62	\$1,671.99	\$1,671.99
65	W. F. J. Drilling Tools, Inc.	23	0.0118	\$1,237.58	\$1,373.42	\$1,373.42
66	Tri-Gas, Inc.	22	0.0112	\$1,183.77	\$1,313.70	\$1,313.70

**APPENDIX A**  
**ODESSA DRUM**  
*de MINIMIS* SETTLERS

PRP#	PRP NAME	NO. OF DRUMS	% OF TOTAL DRUMS	TOTAL WITH REOPENER	TOTAL WITHOUT REOPENER	SETTLEMENT AMOUNT
67	Bell Petroleum Services, Inc.	20	0.0102	\$1,076.16	\$1,194.28	\$1,194.28
68	Nalco Chemical Company	20	0.0102	\$1,076.16	\$1,194.28	\$1,194.28
69	Research Oil Center (Oil Center Research, Inc.)	20	0.0102	\$1,076.16	\$1,194.28	\$1,194.28
70	West Texas Gas, Inc.	20	0.0102	\$1,076.16	\$1,194.28	\$1,194.28
71	A. A. Oil Field Service, Inc.	19	0.0097	\$1,022.35	\$1,134.56	\$1,134.56
72	Teraco, Inc.	16	0.0082	\$660.92	\$955.42	\$955.42
73	Power Resources, Inc.	15	0.0077	\$807.12	\$895.71	\$895.71
74	American Warehouses, Inc.	14	0.0072	\$753.31	\$835.99	\$835.99
75	Dynamit Nobel	14	0.0072	\$753.31	\$835.99	\$835.99
76	National Chemical	14	0.0072	\$753.31	\$835.99	\$835.99
77	Learnco Services, Inc.	13	0.0066	\$699.50	\$776.28	\$776.28
78	Specialty Research & Sales, Inc./Tom Brown, Inc.	13	0.0066	\$699.50	\$776.28	\$776.28
79	Kent Lubrication Centers	12	0.0061	\$645.69	\$716.57	\$716.57
80	Weskem, Inc.	12	0.0061	\$645.69	\$716.57	\$716.57
81	Calgon Corporation	11	0.0056	\$591.89	\$656.85	\$656.85
82	TMS Chemical Company	10	0.0051	\$538.08	\$597.14	\$597.14
83	Dresser Industries	8	0.0041	\$430.46	\$477.71	\$477.71
84	Emery Chemicals (presently known as Henkel Corporation)	8	0.0041	\$430.46	\$477.71	\$477.71
85	Liberty Reversing Units, Inc.	8	0.0041	\$430.46	\$477.71	\$477.71
86	Ashland Chemical Company	7	0.0036	\$376.65	\$418.00	\$418.00
87	Odessa American	7	0.0036	\$376.65	\$418.00	\$418.00
88	Aero Mod Service	6	0.0031	\$322.85	\$358.28	\$358.28
89	Petrochem Corporation	6	0.0031	\$322.85	\$358.28	\$358.28
90	E. G. & G. Automotive Research, Inc.	5	0.0026	\$269.04	\$298.57	\$298.57
91	Texas Refinery Corporation	5	0.0026	\$269.04	\$298.57	\$298.57

**APPENDIX A**  
**ODESSA DRUM**  
*de MINIMIS* SETTLERS

PRP#	PRP NAME	NO. OF DRUMS	% OF TOTAL DRUMS	TOTAL WITH REOPENER	TOTAL WITHOUT REOPENER	SETTLEMENT AMOUNT
92	Union Carbide Corporation	5	0.0026	\$269.04	\$298.57	\$298.57
93	BASF Corporation	4	0.0020	\$215.23	\$238.86	\$238.86
94	Chemcentral Corporation	4	0.0020	\$215.23	\$238.86	\$238.86
95	Enerlink	4	0.0020	\$215.23	\$238.86	\$238.86
96	Ingram Cactus Company	4	0.0020	\$215.23	\$238.86	\$238.86
97	Buckman Laboratories, Inc.	3	0.0015	\$161.42	\$179.14	\$179.14
98	CECOS International, Inc.	3	0.0015	\$161.42	\$179.14	\$179.14
99	Chemron, Inc.	3	0.0015	\$161.42	\$179.14	\$179.14
100	GAF Chemical Corporation	3	0.0015	\$161.42	\$179.14	\$179.14
101	Union Oil Company	3	0.0015	\$161.42	\$179.14	\$179.14
102	Armco National Supply Company	2	0.0010	\$107.62	\$119.43	\$119.43
103	Dupont	2	0.0010	\$107.62	\$119.43	\$119.43
104	IMCO Services	2	0.0010	\$107.62	\$119.43	\$119.43
105	Triton	2	0.0010	\$107.62	\$119.43	\$119.43
106	ARCO	1	0.0005	\$53.81	\$59.71	\$59.71
107	Baroid	1	0.0005	\$53.81	\$59.71	\$59.71
108	Certified Printing	1	0.0005	\$53.81	\$59.71	\$59.71
109	Conoco	1	0.0005	\$53.81	\$59.71	\$59.71
110	Crown Research & Chemical Corporation	1	0.0005	\$53.81	\$59.71	\$59.71
111	D-A	1	0.0005	\$53.81	\$59.71	\$59.71
112	Dearborn Chemical	1	0.0005	\$53.81	\$59.71	\$59.71
113	Dow Chemical Company	1	0.0005	\$53.81	\$59.71	\$59.71
114	Ethox Chemicals, Inc.	1	0.0005	\$53.81	\$59.71	\$59.71
115	Ethyl Corporation (Albemarle Corporation)	1	0.0005	\$53.81	\$59.71	\$59.71
116	EZEFLO (Twenty-First Century Paramount, Inc.)	1	0.0005	\$53.81	\$59.71	\$59.71

**APPENDIX A  
ODESSA DRUM  
de MINIMIS SETTLERS**

PRP#	PRP NAME	NO. OF DRUMS	% OF TOTAL DRUMS	TOTAL WITH REOPENER	TOTAL WITHOUT REOPENER	SETTLEMENT AMOUNT
117	Great Western Chemical Company	1	0.0005	\$53.81	\$59.71	\$59.71
118	I. C. Compound	1	0.0005	\$53.81	\$59.71	\$59.71
119	Lofland Company	1	0.0005	\$53.81	\$59.71	\$59.71
120	McKesson Corporation	1	0.0005	\$53.81	\$59.71	\$59.71
121	Natco Chemicals	1	0.0005	\$53.81	\$59.71	\$59.71
122	Panther Industries, Inc.	1	0.0005	\$53.81	\$59.71	\$59.71
123	Reilly Universal (presently known as Reilly Industries, Inc.	1	0.0005	\$53.81	\$59.71	\$59.71
124	Tech Chem Products, Inc.	1	0.0005	\$53.81	\$59.71	\$59.71
125	Unocal Chemicals Division	1	0.0005	\$53.81	\$59.71	\$59.71
126	Vam Products Co., Inc.	1	0.0005	\$53.81	\$59.71	\$59.71
127	Wilco Corporation	1	0.0005	\$53.81	\$59.71	\$59.71
<b>DE MINIMIS TOTALS:</b>		<b>24,776</b>	<b>12.6578</b>	<b>\$1,333,142.09</b>	<b>\$1,479,468.06</b>	<b>\$1,459,606.32</b>

ODESSA DRUM DE MINIMIS SIGNATURE PAGE ONE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6

IN THE MATTER OF: \$ CERCLA DOCKET NO. \_\_\_\_\_  
\$  
THE ODESSA DRUM SITE \$ ADMINISTRATIVE ORDER  
ECTOR COUNTY, TEXAS \$ ON CONSENT  
\$  
Proceeding under Sections \$  
107(a) and 122(g)(4) of the \$  
Comprehensive Environmental \$  
Response, Compensation and \$  
Liability Act, 42 U.S.C. \$  
\$\$ 9607(a) and 9622(g)(4) \$

The Undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of the Odessa Drum Site and agrees to be bound by its terms. The undersigned officer has the authority to bind the undersigned Respondent to this Consent Order.

**AGREED:**

By: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Print name \_\_\_\_\_

\_\_\_\_\_

Company Name (Print) \_\_\_\_\_

The Respondent has checked off below which of the two available settlement options it has selected:

**Settlement option based on 75% premium with reopener if future response costs exceed \$4,623,964 as described in Paragraphs 39-41 of the Consent Order.**

**Settlement option based on a 100% premium with a reopener as described in Paragraphs 40 and 41 of the Consent Order.**

**PLEASE COMPLETE SIGNATURE PAGE TWO IF YOU DESIRE TO  
SELECT INSTALLMENT PAYMENT OPTION**



**ODESSA DRUM DE MINIMIS SIGNATURE PAGE TWO**

In Addition, the Respondent \_\_\_\_\_  
(TO ENSURE PROPER TRACKING OF SETTLEMENT, PLEASE  
PROVIDE SETTLOR'S NAME ON THE BLANK SPACE ABOVE) may  
check below if it would like to make payments under an  
installment plan described in Paragraph 34 of the  
Consent Order:

\_\_\_\_\_  
Installment payment plan described at  
Paragraph 34 of Consent Order. Please indicate  
principal payment amount below. Based on the quarterly  
payment schedule you will provide, EPA will send you a  
billing statement that will include both interest  
amounts due based on the information you will provide  
as well as principal amounts due.

<u>QUARTER</u> - <u>NUMBER DAYS FOLLOWING</u>	<u>PRINCIPAL AMOUNT</u>
<u>EFFECTIVE DATE OF</u>	
<u>SETTLEMENT</u>	
1ST 1/4 - 90 DAYS	_____
2D 1/4 - 180 DAYS	_____
3D 1/4 - 270 DAYS	_____
4TH 1/4 - 360 DAYS	_____

**XI. ATTORNEY GENERAL APPROVAL**

47. This Agreement shall be subject to prior written approval of the Attorney General of the United States. In the event that this Agreement is disapproved by the Attorney General, this Agreement shall be null and void.

**XII. EFFECTIVE DATE**

48. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Paragraph 48 of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order, and that this Consent Order has been approved by the Attorney General.

**IT IS SO AGREED AND ORDERED:**

**FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:**

By:

W.B. Hathaway

8/28/94

for

Jane N. Saginaw  
Regional Administrator  
U.S. EPA, Region 6

Date